# Case 1:21-bk-11314 Doc 19 Filed 07/16/21 Entered 07/16/21 16:57:35 Desc Main MANDATORY FORM PLAN (Revised 05/27/2000 ument Page 1 of 15

#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF OHIO WESTERN DIVISION at CINCINNATI

	WEST	LICIT DIVISION	at Chitchin	IVAII
In re	MAO E. GLYNN CRISTINA H. GLYNN	)	Case No.	21-11314
		)	Chapter 13	
		)	Judge	Beth A. Buchanan
	Debtor(s)	,	S	
		CHAPTER 13	3 PLAN	
1. NOT	ICES		,	
	btor has filed a case under chapter ill be sent separately.	r 13 of the Bankr	uptcy Code.	A notice of the case (Official Form
"Debtor "§" num	" means either a single debtor or jo	oint debtors as app	olicable. "Tru	Local Bankruptcy Rule ("LBR") 3015-1. istee" means Chapter 13 Trustee. Section Code. "Rule" refers to the Federal Rules
Unless o	otherwise checked below, the Debtor	r is eligible for a d	lischarge und	ler § 1328(f).
	Debtor	_	_	
	☐ Joint Debtor	is	not eligible	for a discharge.
adverse 2002(a) highligh If an ite    This   The   the   NOTIC   Provisicattorne   will be	ly affects any party, the Amended (9). Any changes (additions or delented in a conspicuous manner in the em is not checked, the provision will be Plan contains nonstandard provision be Debtor proposes to limit the amorclaim. See Paragraph(s) 5.1.2(A) are Debtor proposes to eliminate or a 5.4.3.  CES TO CREDITORS: You should ons), and discuss it with your attory, you may wish to consult one. Experience of the propose of the	Plan shall be actions) from the propertions of the propertion of the propertion of the propertion of the propertion of the properties of t	companied be reviously file ed with the Coset out later in ph 13. claim based interest or lie carefully, incone in this be especifically in reduced, in the reduced in the reduced in the reduced in the reduced.	
2. PLA	N PAYMENT AND LENGTH			
paymen	<b>Payment.</b> The Debtor shall pay to ts below, if any.] The Debtor shall c of filing of the Plan or the order for	ommence making	payments no	ot later than thirty (30) days after
2.1.1 Sto	ep Payments, if any:			
2.2 Uns	ecured Percentage			
⊠ Perc	entage Plan. Subject to Paragraph	2.3, this Plan will	not complete	e earlier than the payment of

% on each allowed nonpriority unsecured claim.

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□ Pot P \$	lan. Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is  Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each
allowed 1	nonpriority unsecured claim is estimated to be no less than%.
2.3 Mean	ns Test Determination
⊠ Belov	w Median Income. Unless the allowed nonpriority unsecured claims are paid 100%, the projected
	length of the plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.
Abov	e Median Income. Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be sixty (60) months.
	tice filed with the Court, the Trustee is authorized to administratively increase the proposed percentage to nonpriority unsecured creditors to ensure the Plan complies with § 1325(b)(1)(B).

#### 3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount	
Carmax	2017 Honda Accord	\$240.00	
Ally	2016 Ford Transit Connect	\$200.00	

#### 4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

- 4.1 Non-Governmental Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2(A) and 5.1.4(A). Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2, and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 <u>Governmental Unit Secured Claims</u>. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).
- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2(A), 5.1.4(A), 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), and Rule 4003(d).
- 4.4 <u>Retention of Lien.</u> The holder of any claim listed in Paragraphs 5.1.2(A) or (B), 5.1.3, 5.1.4(A) or (B), and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of -- (a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under § 1328, or (c) completion of the Plan -- at which time the lien will terminate and be released by the creditor.

#### 5. PAYMENTS TO CREDITORS

#### SUMMARY OF PAYMENTS BY CLASS

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims
Class 5	Treatment of Claims with a Non- Filing Codebtor, Guarantor, or Third Party	See Paragraph 5.5
Class 6	Claims Paid by the Debtor	Not applicable

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient. If the Trustee receives written communication from a creditor that a claim has been paid in full, released, waived, or otherwise deemed satisfied, the Trustee may file a Notice of Deemed Satisfaction of Claim with the Court and distribute any funds returned to the Trustee relating to such claim to other creditors without further order of the Court.

#### 5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The Plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full Plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

#### 5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated to include the payment due the month after the filing of the petition. For mortgage loan claims disbursed by the Trustee, arrearage payments shall be calculated to include the payment due for the month of the filing of the petition. Arrearages shall be listed in Paragraph 5.2.1 and paid as Class 2 claims.

#### Trustee disburse.

Name of Creditor	Property Address		Monthly Payment Amount	
U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation	11085 Embassy Drive	Y	\$1,717.01	

**Debtor direct pay.** Unless otherwise ordered by the Court, regular monthly mortgage payments may be paid directly by the Debtor only if the mortgage is current as of the petition date. LBR 3015-1(d).

#### 5.1.2 Modified Mortgages or Liens Secured by Real Property

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the Plan is due. §§ 1322(b)(2), (c)(2).

- 5.1.2(A) Cramdown/Real Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.
- 5.1.2(B) Non-Cramdown/Real Property. The full amount of the following claims shall be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

#### 5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

Name of Creditor	Property Description		Estimated Secured Claim to be Paid	Unterest	Minimum Monthly Payment Including Interest	
CarMax Auto Finance dba CarMax Business Svcs., LLC	2017 Honda Accord EX-L	12/01/20	\$23,723.27	4.25%	\$440.00	
Ally Bank	2016 Ford Transit Connect	02/23/21	\$20,308.90	4.25%	\$377.00	

### 5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable

The following claims are secured by personal property not described above in Paragraph 5.1.3.

- 5.1.4(A) Cramdown/Personal Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.
- 5.1.4(B) Non-Cramdown/Personal Property. The full amount of the following claims will be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.
- 5.1.5 Domestic Support Obligations (Ongoing) Priority Claims under § 507(a)(1)

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The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee. Arrearages shall be listed in Paragraph 5.2.2 and paid as Class 2 claims.

#### 5.1.6 Executory Contracts and Unexpired Leases

**Service Requirements.** The Plan shall be served on the holder of any executory contract or unexpired lease listed in Paragraph 5.1.6.

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages: A proof of claim for rejection damages must be filed by the creditor within ninety (90) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(c)(1). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

#### Debtor direct pay.

	Property Description	Payments Remaining as of	Contract/Lease	Arrearage as of Petition Date	Contract/ Lease Termination Date	
Sprint	Cellular Telephone Service	AS INVOICED	\$	\$		

#### 5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

Name of Claimant	Total Claim	· · · · · · · · · · · · · · · · · · ·	Minimum Monthly Payment Amount	
L. Joshua Davidson	\$4,350.00	\$3,363.00	\$300.00	

### 5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

#### 5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment, and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims. The interest rate in Paragraph 7 does not apply to claims in this Paragraph.

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Name of Creditor	Description of Claim/Collateral	Estimated Secured Claim to be Paid	Interest Rate	
0 101 2 2 2 2 2 2 2 2 2 3 2 3 2 3 2 3 2 3 2	Mortgage Arrearage (11085 Embassy Drive)	\$12,877.96	0%	

#### 5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

#### 5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

#### 5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

#### 5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at <a href="https://www.ohsb.uscourts.gov">www.ohsb.uscourts.gov</a>.

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		Name of Creditor /	Procedure		Property Addres	SS			
1		Select Portfolio Servicing, Inc.  Motion Plan Claim Objection			11085 Embassy Drive Hamilton County, Ohio				
2		Ohio Department of Taxation  Motion  Plan  Claim Objection			11085 Embassy Drive Hamilton County, Ohio				
3	Ohio Department of Taxation  11085 Embassy Drive Hamilton County, Ohio								
4		Ohio Department of Taxation  Motion  Plan  Claim Objection			5 Embassy Drive ilton County, Ohio				
	Valı	ue of Property	SENIOR Mor (Amount/Lien				Amount of Wholly Unsecured Mortgage/Lien		
1	\$15	1,000.00	\$179,401.39		U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation		\$39,547.04		
2	\$151,000.00 \$179,401.39			U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation		\$1,761.19			
3	\$15	\$151,000.00 \$179,401.39			U.S. Bank Trust, N.A., Trustee \$496.27 c/o SN Servicing Corporation				
4	\$15	1,000.00	\$179,401.39		U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation		\$2,628.73		

#### 5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1) (A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at <a href="https://www.ohsb.uscourts.gov">www.ohsb.uscourts.gov</a>.

	Name of 0	Creditor / Procedure	Property Address		Value of Proper	ty	Exemption	
1	City of Forest Park    Motion   Plan   11085 Embassy Drive   Hamilton County, Ohio		11085 Embassy Drive Hamilton County, Ohio		\$151,000.00 Debtor's Interest \$151,000.00		\$ 145,425.00 Statutory Basis \$ 2329.66(a)(1)	
		OTHER Liens or I (Amount/Lienhold		J	udicial Lien		nount of Judicial en to be Avoided	

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		HER Liens or Mortgages nount/Lienholder Name)	Judicial Lien	Amount of Judicial Lien to be Avoided		
1	1 '	U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation			\$ 747.79 Effective Upon:	
1	\$39,547.04	Select Portfolio Servicing, Inc.		10/28/13	Plan Confirmation	

#### 5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at <a href="https://www.ohsb.uscourts.gov">www.ohsb.uscourts.gov</a>.

#### 5.4.4 Mortgages to be Avoided Under § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

### 5.5 CLASS 5 - TREATMENT OF CLAIMS WITH A NON-FILING CODEBTOR, GUARANTOR, OR THIRD PARTY

**5.5(A)** Claims Paid by Non-Filing Codebtor, Guarantor, or Third Party. The following claims shall <u>not</u> be paid by the Trustee or the Debtor but shall be paid by a non-filing codebtor, guarantor, or third party.

**5.5(B)** Claims Paid by Debtor or Trustee. The following claims with a non-filing codebtor or guarantor shall be paid by the Debtor or Trustee.

#### 5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims, which are not otherwise addressed in the Plan, shall <u>not</u> be paid by the Trustee but shall be paid directly by the Debtor.

#### 6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

	Name of Creditor	Description of Property	
	CarMax Auto Finance dba CarMax Business Svcs., LLC	2008 Nissan Pathfinder	

#### 7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court, or provided for in this Plan and except for claims treated in paragraph 5.1.1 and 5.2.1, secured claims shall be paid interest at the annual percentage rate of 4.25 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

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This is a solvent estate. Unless oth	nerwise provided, all nonpriority unsecured claims shall be paid in
full with interest at	% from the date of confirmation. If this box is not checked, the
estate is presumed to be ins	olvent.

#### 8. FEDERAL INCOME TAX RETURNS AND REFUNDS

#### 8.1 Federal Income Tax Returns

The Debtor shall provide the Trustee with a copy of each federal income tax return by April 30 of each year, unless otherwise ordered by the Court.

#### 8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and, unless otherwise ordered by the Court, shall turn over any balance in excess of such amount to the Trustee by June 1 of each year. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

#### 9. OTHER DUTIES OF THE DEBTOR

#### 9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

### 9.2 Personal Injury, Workers Compensation, Bonuses, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Funds to Which the Debtor May Be Entitled or Becomes Entitled to Receive

The Debtor shall keep the Trustee informed as to any claim for or receipt of money or property regarding personal injury, workers compensation, bonuses, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

#### 9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or receipt of social security funds.

#### 10. INSURANCE

#### 10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

Property Address/ Description	Policy Number	Full/Liability	Agent Name/Contact Information	
11085 Embassy Drive		Full		
2017 Honda Accord EX-L		Full		
2016 Ford Transit Connect		Full		

#### 10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

#### 11. EFFECTIVE DATE OF THE PLAN

II. EFFECTIVE DATE OF THE LEAD				
The effective date of the Plan is the date on which the order confirming the Plan is entered.				
12. VESTING OF PROPERTY OF THE ESTATE				
Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.				
⊠ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c	:).			
Other				
13. NONSTANDARD PROVISIONS				
The nonstandard provisions listed below are restricted to those items applicable to the particular circumstance the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy R the Local Bankruptcy Rules, or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed else in this Plan is void and shall have no binding effect.	lules,			
Nonstandard Provisions				
By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.				
Debtor's Attorney				
Date: 07/16/21				

/s/ L. Joshua Davidson

L. Joshua Davidson (0062372) Law Offices of Joshua Davidson, LLC 8035 Hosbrook Road, Suite 200 Cincinnati, OH 45236

Ph: (513) 793-5297 Fx: (513) 793-5462 josh@omdlaw.com

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Debtor	Joint Debtor		
/s/ Mao E. Glynn	/s/ Cristina H. Glynn		
Date: 07/16/21	Date: 07/16/21		

#### NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 plan or an amended Chapter 13 plan (hereafter, the "Plan").

**Your rights may be affected.** You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file a written objection to the Plan. Objections to confirmation of an initial plan shall be filed within fourteen (14) days after the § 341 meeting of creditors is concluded. Objections to confirmation of an amended plan shall be filed with the later of twenty-one (21) days after service of the amended plan or fourteen (14) days after the 341 meeting of creditors is concluded. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by first class mail to the United States Bankruptcy Court

Atrium Two Suite 800, 221 East Fourth Street, Cincinnati OH 45202

OR your attorney must file the objection using the Court's ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court's ECF System or by 2) first class mail to:

Mao & Cristina Glynn, 11085 Embassy Drive, Cincinnati, OH 45240

L. Joshua Davidson, Attorney for Debtor(s), 8035 Hosbrook Road, Suite 200, Cincinnati, OH 45236 Margaret A. Burks, 600 Vine Street, Suite 2200, Cincinnati, OH 45202 and the United States trustee.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing <u>Chapter 13 Plan</u> was served <u>electronically</u> on the date of filing through the Court's ECF System on all ECF participants registered in this case at the email address registered with the Court and

by first class mail on	07/16/21	addressed to:
Mao & Cristina Glynn		
11085 Embassy Drive		
Cincinnati, OH 45240		

Attn: Ally Bank Department AIS Portfolio Services, LP Account: XXXXXXXX5066

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4515 N Santa Fe Ave. Dept. APS Oklahoma City, OK 73118

Avant, Inc Suite 1700 222 N. LaSalle Street Chicago, IL 60601

Capital One Bank P.O. Box 30285 Salt Lake City, UT 84130-0285

CarMax Auto Finance dba CarMax Business Svcs., LLC Suite 210 225 Chastain Meadows Ct. Kennesaw, GA 30144

Celtic Bank Indigo Mastercard c/o Genesis FS Card Services P.O. Box 4499 Beaverton, OR 97076-4499

Celtic Bank Indigo Mastercard c/o Genesis FS Card Services P.O. Box 4477 Beaverton, OR 97076-4477

Cerulean Cardholder Svcs. Bankruptcy Dept. P.O. Box 3220 Buffalo, NY 14240

Citi AAdvantage Platinum P.O. Box 6062 Sioux Falls, SD 57117

City of Cincinnati Law Dept. - Bankruptcies 801 Plum St., Room 202 Cincinnati, OH 45202

City of Cincinnati Law Dept. - Bankruptcies 801 Plum St., Room 214 Cincinnati, OH 45202

City of Forest Park Income Tax Division 1201 West Kemper Road Cincinnati, OH 45240

Comenity Bank - Indigo Bankruptey Dept. P.O. Box 182125 Columbus, OH 43218-2125

Credit One Bank, N.A. Bankruptcy Dept.

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P.O. Box 98873 Las Vegas, NV 89193-8873

DSNB - Macy's Bankruptcy Processing P.O. Box 8053 Mason, OH 45040

Duke Energy - Legal Dept. Bankruptcy Dept. P.O. Box 960 Cincinnati, OH 45202

ECMC P.O. Box 16408 Saint Paul, MN 55116-0408

Greater Cincinnati Water Works Bankruptcy Desk 4747 Spring Grove Avenue Cincinnati, OH 45232-1986

Internal Revenue Service Insolvencies - Bankruptcy P.O. Box 7346 Philadelphia, PA 19101-7346

Mission Lane, LLC Bankruptcy Dept. P.O. Box 105286 Atlanta, GA 30348

Jefferson Capital Systems LLC Assignee of Nordstrom, Inc. P.O. Box 7999 Saint Cloud, MN 56302

Ohio Attorney General's Office Collections Enforcement 150 E. Gay Street, 21st Floor Columbus, OH 43215

Ohio Department of Taxation Attn: Bankruptcy Division P.O. Box 530 Columbus, OH 43216-0030

Ollo Card Services Bankruptcy Dept. P.O. Box 9222 Old Bethpage, NY 11804

Pendrick Capital Partners, LLC 1714 Hollinwood Drive Alexandria, VA 22307-1926

Select Portfolio Servicing, Inc. c/o Randhir Gandhi, CEO

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3217 South Decker Lake Drive West Valley City, UT 84119

TAB Bank Bankruptcy Dept. 4185 Harrison Blvd. Ogden, UT 84403

TD Bank, USA, N.A. c/o Target Credit Services P.O. Box 9500 Minneapolis, MN 55440

The Bank of Missouri Bankruptcy Dept. 2700 South Lorraine Place Sioux Falls, SD 57106

TOSI Ohio Valley Ortho & Sports Med. Patient Billing - Bankruptcies 4685 Forest Avenue Cincinnati, OH 45212

U.S. Bank Trust, N.A., Trustee c/o SN Servicing Corporation 323 Fifth Street Eureka, CA 95501

U.S. Dept. of Education c/o FedLoan Servicing P.O. Box 69184 Harrisburg, PA 17106-9184

UC Health Bankruptcy Dept. 3200 Burnet Avenue Cincinnati, OH 45229-3099

[For parties served other than by first class mail add the following language]

by \_\_\_\_\_\_certified mail or any other method of service \_\_\_\_\_\_on \_\_[(month) (day), (year)] addressed to:

(Name and mailing address or, if service is made on an individual personally, state "(Personally Served)" or "(Hand Delivered))"

/s/ L. Joshua Davidson

L. Joshua Davidson (0062372) Law Offices of Joshua Davidson, LLC 8035 Hosbrook Road, Suite 200 Cincinnati, OH 45236

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